



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract No. 2021000286

**Purchasing Office — Bureau des Achats :**

Canada Border Services Agency  
Agence des services frontaliers du Canada  
355 North River Road — 355 ch. River nord  
17<sup>th</sup> Floor — 17<sup>ème</sup> étage  
Ottawa ON K1A 0L8

**Contract — Contrat**

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

**Title — Sujet :**

ProServices - Stream 8.8 — Staffing Consultant, Level 3

**Contract No. — N° du contrat :**

2021000286

**D.D.P. — D.D.P. :**

Destination of Goods, Services, And Construction —  
Destination des biens, services et construction

See herein — voir aux présentes

**Invoices to be sent to — Factures envoyer à :**

Canada Border Service Agency  
Agence des services frontaliers du Canada  
[vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

**The Vendor/Firm hereby accepts/acknowledges this contract — Le fournisseur/entrepreneur accepte/accuse réception du présent contrat :**

Signature

Date

10 June 2020

Laurie Morin  
President

Name, title of person authorized to sign (type or print) —  
Nom et titre du signataire autorisé (caractère d'impression)

**Contracting Authority — Autorité contractante :**

Marie-France Rioux

Telephone No. — No de  
téléphone:

343-551-6902

Fax No. — No de télécopieur :

**E-Mail Address — Courriel:**

[Marie-France.Rioux@cbsa-asfc.gc.ca](mailto:Marie-France.Rioux@cbsa-asfc.gc.ca)

Total Estimated Cost (HST  
incl.) / Coût total estimatif  
(TVH incl.) :

\$24,295.00

Currency Type —  
Genre de devise :

CAD

**Vendor / Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur :

PLEIAD CANADA INC  
487 Edgeworth Ave  
Ottawa, ON K2B 5L2  
Telephone: 613-722-9902  
G/HST Number 870470143RT0001  
E60ZT-180027/123/ZT

**Signed for the President by — Signé pour le Président par :**

CLEROUX

Digitally signed by  
CLEROUX NANCY

NANCY

Date: 2020.06.10

12:35:52 -04'00'

**Name and Position Title — Nom et Titre du poste**

Nancy Cleroux  
A/Team Leader, Strategic Procurement Division (SPD)  
Canada Border Services Agency



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract No. 2021000286

ANNEX "D" – NON-DISCLOSURE AGREEMENT

I, PLEAD CANADA INC., recognize that in the course of my work as an employee or subcontractor of PLEAD CANADA INC., may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. 2021000286 between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and CBSSA, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No. 2021000286

Signature

June 10/20  
Date



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract No. 2021000286

**Purchasing Office — Bureau des Achats :**

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**D.D.P. — D.D.P. :**

Destination of Goods, Services, And Construction —  
Destination des biens, services et construction

See herein — voir aux présentes

**Invoices to be sent to — Factures envoyer à :**

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**The Vendor/Firm hereby accepts/acknowledges this contract — Le fournisseur/entrepreneur accepte/accuse réception du présent contrat :**

Signature

Date

Name, title of person authorized to sign (type or print) —  
Nom et titre du signataire autorisé (caractère d'impression)

**Contracting Authority — Autorité contractante :**

Marie-France Rioux

Telephone No. — No de  
téléphone:

343-551-6902

Fax No. — No de télécopieur :

**E-Mail Address — Courriel:**

[Marie-France.Rioux@cbsa-asfc.gc.ca](mailto:Marie-France.Rioux@cbsa-asfc.gc.ca)

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incl.) /Coût total estimatif  
(TVH incl.) :

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Currency Type —  
Genre de devise :

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**Vendor / Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur :

PLEIAD CANADA INC  
487 Edgeworth Ave  
Ottawa, ON K2B 5L2  
Telephone: 613-722-9902  
G/HST Number 870470143RT0001  
E60ZT-180027/123/ZT

**Signed for the President by — Signé pour le Président par :**

CLEROU

Digitally signed by  
CLEROUX NANCY

X NANCY

Date: 2020.05.27

13:20:35 -04'00'

**Name and Position Title — Nom et Titre du poste**

Nancy Cleroux  
A/Team Leader, Strategic Procurement Division (SPD)  
Canada Border Services Agency



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## PART 6 - RESULTING CONTRACT CLAUSES

### Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

#### 6.1. Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

Common Professional Services Security Requirement Check List #33 Security Clauses:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **Protected B**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC)
2. The Contractor/Offeror personnel requiring access to protected information, assets or work site(s) must EACH hold a valid **Reliability Status**, granted or approved by the CISD/PWGSC
3. The Contractor must not utilize its Information Technology systems to electronically process, produce or store protected information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **Protected B**
4. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex
  - b. Industrial Security Manual (Latest Edition)

#### 6.1.2. Additional Security Requirements

The CBSA, will conduct its own personnel Reliability Status assessment of the Contractor (specifically the Contractor personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check.

If the Contractor (specifically the Contractor personnel), has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Contractor (specifically the Contractor personnel), will still undergo a security screening process to be conducted by the CBSA.

The credit check and fingerprinting\*, if required, will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "Canadian and International Industrial Security Directorate" (CIISD).

Until the credit check, fingerprinting\* (if required) and all other security screening processes required have been completed and the Contractor (specifically the Contractor personnel) is deemed suitable by the CBSA, the Contractor (specifically the Contractor personnel) will not be permitted access to Protected / Classified information or assets, and further, will not be permitted to enter sites where such information or assets are kept.



\*Fees are applicable. Fingerprinting, if required, will be at the Bidder's cost.

## 6.2. Statement of Work

This Contract is being issued for the requirement of Professional Services Recruiting for the Canada Border Services Agency under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

## 6.3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### 6.3.1. General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 6.3.2. General Conditions - Modification

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

### 6.3.3. Supplemental General Conditions

4008 (2008-12-12), Personal Information, apply to and form part of the Contract.

## 6.4. Term of Contract

### 6.4.1. Period of the Contract

The period of the Contract is from date of Contract to August 31, 2020 inclusive

## 6.5. Authorities

### 6.5.1. Contracting Authority

The Contracting Authority for the Contract is:

Name: Marie-France Rioux  
Title: Contracts Officer  
Organization: Canada Border Services Agency  
Directorate: Finance and Corporate Management Branch  
Address: 355 North River Road, Tower B, 17th Floor  
Ottawa, ON K1A 0L8  
  
Telephone: 343-551-6902  
E-mail address: [Marie-France.Rioux@cbsa-asfc.gc.ca](mailto:Marie-France.Rioux@cbsa-asfc.gc.ca)



The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 6.5.2. Project Authority

The Project Authority for the Contract is:

Name: Blair Hurd  
Title: Assets Manager, Materiel Management  
Organization: Canada Border Services Agency  
Address: 355 North River Road, Tower B  
Ottawa, ON K1A 0L8

Telephone: 343-291-5237  
E-mail address: [Blair.Hurd@cbsa-asfc.gc.ca](mailto:Blair.Hurd@cbsa-asfc.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.5.3. Contractor's Representative

Name: Laurie Morin  
Title: President  
Organization: PLEIAD CANADA INC.  
Address: 487 Edgeworth Ave  
Ottawa, ON K2B 5L2

Telephone: 613-722-9902  
E-mail address:

#### 6.6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

#### 6.7. Payment

##### 6.7.1. Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of Payment at Annex B, to a limitation of expenditure of **\$21,500.00**. Customs duties are included and Applicable Taxes are extra.

##### 6.7.2. Limitation of Expenditure



1. Canada's total liability to the Contractor under the Contract must not exceed **\$ 21,500.00**. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 6.8. Method of Payment

*SACC Manual Clause H1008C (2008-05-12), Monthly Payment*

#### 6.9. Time Verification

*SACC Manual Clause C0711C (2008-05-12), Time Verification*

#### 6.10. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

All invoices must be submitted using the following method (**only one copy of the invoice should be sent to the Agency**):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

vendors-fournisseurs@cbsa-asfc.gc.ca This email address is to be used for submitting invoices and for payment status inquiries.

#### Direct Deposit:

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact ca-ci@cbsa-asfc.gc.ca to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

**IMPORTANT NOTE:** If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

#### 6.11. No responsibility to pay for work not performed due to closure of Government offices

- a. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of





government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure

- b. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises

#### 6.12. Certifications Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### 6.13. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 6.14. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4008(2008-12-12), Personal Information;
- (c) the general conditions 2010B (2018-06-21), Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex C, Security Requirements Check List ;
- (f) Supply Arrangement Number E60ZT-180027/123/ZT and
- (g) the Contractor's bid dated April 15, 2020

#### 6.15. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 6.16. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:



- a. the name, qualifications and experience of the proposed replacement
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### 6.17. Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require

#### 6.18. Identification protocol responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
- b. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor;
- c. If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;
- d. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and



- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

#### 6.19. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### 6.20. Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
  - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.



4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

#### 6.21. Contract Recourse Mechanism

A potential supplier that has concerns regarding a federal procurement process is encouraged to first contact the **government institution that issued the Contract**. The fact that an objection is first directed to a government institution does not prevent a potential supplier from seeking recourse elsewhere. Should a Supplier wish to seek recourse outside of the issuing government institution, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website and the clause below.

##### a) Canadian International Trade Tribunal

A supplier may have recourse with the Canadian International Trade Tribunal (CITT) provided:

- The procurement is covered by at least one trade agreement;
- There is a perceived breach to a trade agreement obligation; and
- The complaint is filed with the CITT no later than 10 working days after the day on which the basis of the complaint became known or reasonably should have become known.

For more information on CITT and its rules and procedures, please refer to: [Canadian International Trade Tribunal](#).

##### b) Office of the Procurement Ombudsman

A supplier may have recourse with the Office of the Procurement Ombudsman provided:

- The contract has been awarded;
- Complainant is a Canadian supplier;
- Complaint is filed in writing, within 30 working days after public notice of the award of the contract; and
- A complaint regarding the award of a contract with a value less than \$25,300 for goods or less than \$101,100 for services.

For more information on the Procurement Ombudsman rules and procedures, please refer to: [Office of the Procurement Ombudsman](#).

A supplier may also have recourse to the Federal Court of Canada or the Provincial Superior Courts.

##### c) Office of the Procurement Ombudsman - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.



The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

**d) Office of the Procurement Ombudsman — Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## ANNEX "A" - STATEMENT OF WORK

### Objective

The Canada Border Service Agency's (CBSA) Materiel and Assets Management and Strategic Procurement Division requires the professional services of a Senior Staffing Consultant (herein after referred to as SSC) to provide advice, guidance and assistance in overseeing a national recruitment strategy focused on three streams at the PG-01 level; one for Fleet Management; one for Strategic Procurement and the other for Materiel Management.

### Background

Materiel and Assets Management and Strategic Procurement are in the midst of major undertakings regarding the management and oversight of assets and procurement including nationalization of fleet management and procurement services.

The plan is to develop strategies and an organization that will support the sound life cycle management and national oversight of critical assets and procurement initiatives required by the CBSA. Materiel and Assets Management and Strategic Procurement continue to tactically align its ideas with initiatives and priorities of the CBSA to optimally support border transformation and program integrity, providing intelligent solutions and services to Government and the Public.

The development of these strategies and efforts to build this new organization will require the recruitment of key resources to support the nationalization efforts.

### Scope

Provide staffing support and advice on a national, three-stream, PG-01 recruitment processes and to create national pools of qualified candidates.

### Objectives of the Requirement

The CBSA requires staffing processes to be run to support the recruitment of at least seven (7) PG-01 Fleet Specialists; potentially three (3) Materiel and Assets Management Specialists; and an anticipatory process for procurement specialists.

The organization is seeking the professional services of ProServices stream 8.8 Staffing Consultant to manage and execute a staffing process.

The SSC is required to assist in the creation of a national pool of qualified candidates. These services include the provision of advice and support throughout the process as well as a comprehensive report describing the results of each candidate at each stage of the evaluation process in collaboration with a Selection Board that will be created for this purpose.

### Requirements

#### Tasks, Activities, Deliverables and Milestones

##### Preparation:

- Ramp up on processes (meetings and reading)
- Review and update SOMCs
- Create advertising material with HR
- Complete a master rating guide for the processes, including all relevant grids
- Coordinate the approval of all major documents



Material:

- Develop test materials
- Develop interview guides
- Develop reference check guides
- Develop any other relevant material required for evaluation

Process Deliverables:

- Screen all resumes
- Screen qualified applicants
- Coordinate and execute tests
- Mark the tests
- Create a list of candidates to be interviewed
- Participate on the interview panel
- Gather and collate interview results
- Complete the reference checks
- Coordinate the gathering of results
- Complete informal discussions as requested by unsuccessful candidates

Documentation:

- Document all results provided in a manner acceptable to HR or the completion of the process
- Submit documentation to HR

The senior consultant(s) will be responsible for the delivery of the mentioned activities in collaboration and coordination with Human Resources at the CBSA.

The CBSA understands that the following are not included in the scope of work associated to this contract:

- Scheduling the interviews
- Escalated informal discussions as required
- The completion of the staffing documentation (HR Request Forms)
- Coordination and completion of language testing as required
- Translation of all documents as required (including, but not limited to all invitations, examinations interview questions, reference questions)

**Travel**

The CBSA national process will originate from and be managed in the National Capital Area therefore no travel is expected or planned for this undertaking.

**Language of Work**

The Senior Staffing Consultant will be supported by CBSA resources should a candidate request an interview in French.



### **Client Support**

If required, Materiel and Assets Management and Strategic Procurement would provide a laptop (CBSA user ID, internal password and workstation) and other materials as required in order to process, store, and/or transmit CBSA data on the CBSA network during the contract. Most of the work will be done off site. When onsite the contractor will be escorted by CBSA personnel.

### **Level of Effort**

The estimated level of effort for this contract is 43 days between contract award and August 31, 2020.





## ANNEX "B" - BASIS OF PAYMENT

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's usage of the services described will be consistent with this data.

No. of Resources	Category	Level of Expertise	All-inclusive fixed Per-Diem Rate	Volumetric Data (estimated)	Total
			A	B	C= A x B
1	8.8 Staffing Consultant	Level 3 – Senior	\$		\$21,500.00
Total Price (excluding taxes):					\$21,500.00

### Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours.}$

- i. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#33		
	Contract Number / Numéro du contrat <b>Reg 1000351839</b> Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>	
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)		
PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1 Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>CBSA</b>	2 Branch or Directorate / Direction générale ou Direction <b>Comptroller's Office</b>	
a) Subcontract Number / Numéro du contrat de sous-traitance <b>HR Consultant to do AB-01 Competition</b>	b) Name and Address of Subcontractor / Nom et adresse du sous-traitant <b>PRIMA Consulting, 487 Edgeworth, OTTAWA, K1S 5L2</b>	
3 Brief Description of Work / Brève description du travail		
4 a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
c) Indicate the type of access required / Indiquer le type d'accès requis		
a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui Specify the level of access using the chart in Question 7, c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7, c)		
b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5 a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to / Limité à <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays	Specify country(ies) / Préciser le(s) pays	Specify country(ies) / Préciser le(s) pays
7 c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>	COSMIC TOP SECRET <input type="checkbox"/>	TOP SECRET <input type="checkbox"/>
TRES SECRET <input type="checkbox"/>	COSMIC TRES SECRET <input type="checkbox"/>	TRES SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRES SECRET (SIGINT) <input type="checkbox"/>		TRES SECRET (SIGINT) <input type="checkbox"/>
TBS/SCT 350-103(2004/12)		Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract No. 2021000286

	<p>Government of Canada / Gouvernement du Canada</p>	<p>COMMON-PS-SRCL#33</p> <p>Contract Number / Numéro du contrat <b>1000351839</b></p> <p>Security Classification / Classification de sécurité <b>UNCLASSIFIED</b></p>												
<p><b>PART A (continued) / PARTIE A (suite)</b></p>														
<p>8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?</p>		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
<p>9. Will the supplier require access to extremely sensitive INFOSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?</p>		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
<p>Short Title(s) of material / Titre(s) abrégé(s) du matériel Document Number / Numéro du document</p>														
<p><b>PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)</b></p>														
<p>10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis</p> <table style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE</td> <td><input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL</td> <td><input type="checkbox"/> SECRET SECRET</td> <td><input type="checkbox"/> TOP SECRET TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT</td> <td><input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL</td> <td><input type="checkbox"/> NATO SECRET NATO SECRET</td> <td><input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET</td> </tr> <tr> <td><input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS</td> <td colspan="3"></td> </tr> </table>			<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET	<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET	<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			
<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET											
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET											
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS														
<p>Special comments: Contractor must be under CBSA escort at all time while in CBSA space. Commentaires spéciaux:</p>														
<p>NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided. REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.</p>														
<p>10. b) May unscreened personnel be used for portions of the work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?</p>		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
<p>If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?</p>		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
<p><b>PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)</b></p>														
<p><b>INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS</b></p>														
<p>11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?</p>		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui												
<p>11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?</p>		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
<p><b>PRODUCTION</b></p>														
<p>11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?</p>		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
<p><b>INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)</b></p>														
<p>11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?</p>		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui												
<p>11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?</p>		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui												
<p>TBS/SCT 350-103(2004/12)</p>		<p>Security Classification / Classification de sécurité <b>UNCLASSIFIED</b></p> <p></p>												



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Government  
of Canada

Gouvernement  
du Canada

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1000351839

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UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO						COMSEC			
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET TRÈS SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET		PROTECTED PROTÉGÉ			TOP SECRET TRÈS SECRET
												A	B	C	
Information / Assets Renseignements / Biens Production		✓													
IT Media / Support TI		✓													
IT Link / Lien électronique															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract No. 2021000286

COMMON-PS-SRCL#33	
Government of Canada Gouvernement du Canada	Contract Number / Numéro du contrat <div style="border: 1px solid black; padding: 5px; display: inline-block; font-size: 1.2em;">1000351839</div> Security Classification / Classification de sécurité UNCLASSIFIED

  

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Charge de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
BLAIR HURD	Assets Manager		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
613-302-0987		blair.hurd@cbsa-asfc.gc.ca	Feb 27/20
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Kavita Mahara	Security Advisor	MAHARA J KAVITA	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
604-630-7764		Kavita.mahara@cbsa-asfc.gc.ca	2020-05-22
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
		Saumur, Jacques O	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

  

Jacques Saumur  
 Contract Security Officer  
 Contracts Security Division / Division des contrats sécurité /  
 Contract Security Program / Programme de sécurité des contrats /  
 Public Services and Procurement Canada / Services publics et Approvisionnement Canada  
 Jacques.Saumur@tpsgc-pwgsc.gc.ca  
 Telephone / Téléphone 613-948-1732  
 Facsimile / Télécopieur 613-948-1712

  

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
 UNCLASSIFIED



## ANNEX "D" – NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date